



December 23, 2016

To whom it may concern:

The City of Lincoln is now accepting bids for Residential Roll-out Curbside Collection Containers. The City will implement this contract on an as-needed basis for a three year term. The vendor selected shall be able to provide Residential Roll-out Curbside Collection Containers on an as-needed basis. The City requires the purchase of containers for both refuse collection and green waste collection.

Please refer to the Request for Proposal (RFP) for details and specific instructions for the submittal of a proposal.

Thank you for taking the time to review these documents. We look forward to a very productive process.

Sincerely,

Mark Foster

Public Services Department
City of Lincoln

PROPOSAL INFORMATION FOR CONTRACTORS

Schedule of Activities

The tentative schedule of key milestones related to the City of Lincoln (City) Residential Roll-out Curbside Collection Containers Request for Proposal (RFP) (RFP 12232016) is as follows:

RFP Release	December 23, 2016
Written Questions Submission Deadline	January 11, 2017
City Response to Written Questions	January 18, 2017
Receipt of Proposals to City (by 1 p.m.)	January 20, 2017
Estimated Staff Recommendation to City Council	February 28, 2017
Contract Award	February 14, 2017

1. General Scope and Location of Work

The City purchases approximately 1,000 ninety-five gallon residential Roll-out Curbside Collection Containers per year. The exact amount ordered annually fluctuates based on rate of required replacement and the construction of new residences. The City utilizes green collection containers for garbage and brown collection containers for green waste. Each can is required to meet the minimum specifications identified below:

- Can shall be of adequate thickness to withstand being picked up by an automated solid waste collection vehicles.
- The product shall weigh no more than 50 pounds.
- The product shall have a load rating of at least ~~340 pounds~~ **335 pounds**.
- The product shall have a capacity of at least 95 gallons.
- The container bottom shall be reinforced.
- The handles shall be reinforced.
- Container shall have (**10 – 12**) inch snap-on wheels.
- Custom can marking shall be included in the unit price for each container.
- Additional reinforced points shall be at all stress areas of the container.

2. Ability to perform:

Vendor shall be able to manufacture cans in a reasonable amount of time. Delivery time shall be no longer than 60 days based upon the receipt of order.

3. Delivery:

Collection containers shall be delivered to the City of Lincoln at:

2100 Flightline Drive
Lincoln, CA 95648

4. Payment and Invoices:

Vendor shall be paid per the approved per collection container rate provided for in the accepted bid. If during the term of the contract entered into, the cost of the materials is/are increased through no act on the part of the successful bidder other than to comply with any prevailing rise in the market price (s) of the materials used, it shall be the successful bidder's responsibility to notify the City in writing of the price increase (s) and the effective date of the increase (s). Price shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the successful bidder. At any time during the term of the contract, the City may request that the successful bidder provide written documentation to substantiate the price increase. Any shipping prices that fluctuate more than 10% over the original shipping price provided in the bid documents shall be approved in writing by the City. The City reserves the right to cancel the contract prior to the expiration date by giving a thirty days' notice due to any reason, including price increases.

Invoices shall be submitted to the City of Lincoln at:

City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn: Accounts Payable

5. Contract Term:

The contract term will be from February 14, 2017 to January 31, 2020 with the option to renew the contract for one additional three-year term.

6. Contract

The selected vendor will be required comply with the City's standard General Services Contract **(Attachment A)**.

7. Examination of RFP and Contract Documents

Vendor shall thoroughly examine and be familiar with the terms of this RFP, legal and procedural documents, the City's standard General Services Contract, the Contract Specifications, and any addendums to this RFP. Submission of a proposal shall constitute acknowledgment that the Vendor has thoroughly examined and is familiar with the RFP and required Contract Documents. Failure or neglect of a Vendor to receive or examine any of the Contract Documents shall in no way relieve the Vendor of any obligation with respect to Vendor's proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

Submission of a proposal is entirely voluntary. No compensation is offered for any work related to preparation of the proposal or the selection process.

8. Interpretations of Contract Documents

No oral representations or interpretations will be made to any Vendor as to the meaning of the Request for Proposal. Requests for interpretation shall be made in writing and emailed to the Solid Waste Supervisor. All requests for interpretation must be emailed to:

Mark Foster
Mark.Foster@lincolncal.org

No other individuals are to be contacted regarding this RFP. If any of the requests for interpretations require amendment of the RFP or associated Contract Specifications, an addendum will be posted to the website.

9. Proposals

Proposals shall be in written form and must include the information requested by the City. All proposals shall give all information requested therein, and shall be signed by the Vendor or an authorized representative(s) with authority to execute a legally binding contract. Unauthorized conditions, omissions, or limitations attached to a proposal may render the proposal non-responsive and may cause its rejection.

Five (5) copies of the proposal shall be enclosed in a sealed envelope or box, labeled and delivered to the office of **City Clerk, 600 Sixth Street, Lincoln, California, 95648** by **January 20, 2017 at 1:00 pm**. Vendors are warned against making erasures or alterations of any kind, without initialing each and every such change. No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered. Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted.

No Vendor may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Proposals must include, at a minimum, the following information:

- A. Cover Letter:** The cover letter shall include the name of the company submitting the proposal, the mailing address, telephone number, fax number, email address, and the name of the contact person. The cover letter shall also identify any exceptions to the City's standard general services contract included in **Attachment A. Section shall be a maximum of one page.**
- B. Vendor Summary Sheet:** The Vendor Summary Sheet provided in **Attachment B** shall be filled out completely.
- C. Quote Certification:** The Quote Certification included in **Attachment C** shall be filled out completely and signed by an authorized representative.
- D. Container Specifications:** The container specifications provided shall meet the collection container minimum specifications included in Section 1 of this RFP.

Vendor shall submit a completed Container Specification Form that is included in **Attachment D**.

- E. Quotation Form:** The quotation form included in **Attachment E** shall be completely filled out.

10. Award of Contract

Upon City Council approval, a contract may be awarded. The City reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures.

The selected Vendor will be required to execute a contract with the City. A sample contract is included in **Attachment A**. The applicable Contract Specifications, included in this RFP, will be included as an attachment to the contract.

11. Extension of Contract

The Contract shall include the option for one three-year extension. If an extension is granted, per container unit price may be negotiated.

12. Selection Criteria

The City will evaluate and rank proposals based on the selection criteria that is identified below. All items are equally weighted.

- A. Ability of the Vendor to provide required materials.
- B. Quality of product proposed.
- C. Cost effectiveness of proposal.

13. Public Records

Each Vendor is hereby informed that upon submittal of its proposal to the City the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
- B. If a Vendor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Vendor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Vendor shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

ATTACHMENT A

SAMPLE CONTRACT FOR SERVICES

THIS CONTRACT is made on October _____, 20____, by and between the CITY OF LINCOLN (“City”), and _____ (“Consultant/Contractor”).

WITNESSETH:

WHEREAS, the City proposes _____;

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, dated _____, 20____, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** (“Scope of Work”). This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed,

and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:

The services of Consultant/Contractor are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

Consultant/Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of 5 years **OR** [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

The Consultant/Contractor shall be paid monthly for the actual fees, costs and expenses but in no event shall total compensation exceed _____ (\$ _____), without City's prior written approval. Account Code Number/Account Description for Scope of Work to be charged to: _____.

Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **90** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever. Immediately

B. upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

C. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the "Work") to be a work made for hire. Consultant/Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH LOCAL LAW:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

9. WARRANTIES AND RESPONSIBILITIES CONSULTANT -CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor's profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D**, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. Consultant/Contractor shall provide corrective services without charge to the City

for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, and sub-contractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall

not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor except such loss or damage which was caused by the active negligence, *{only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783}* sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a

material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment.

If any of the insurance coverage's required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

2. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

1. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and sub-contractors work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

2. The commercial general liability insurance shall also include the following:

a. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insured's. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 16, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

1. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

2. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

L. Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

17. MISCELLANEOUS PROVISIONS:

Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and

receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

NAME/COMPANY/ADDRESS

CITY OF LINCOLN,
a municipal corporation

(Authorized Signature)

Matthew Brower, City Manager

Print Name

Dated

ATTEST:

APPROVED AS TO FORM:

Gwen Scanlon, City Clerk

Leslie Walker, City Attorney

Dated

Dated

ATTACHMENT B
Vendor Summary Sheet

Vendor Name: _____

Vendor Parent or Ownership: _____

Vendor Address: _____

Vendor Phone Number: _____ Fax #: _____

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP).

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Person Responsible for day-to-day servicing of the account:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Vendor Name: _____

ATTACHMENT C
QUOTE CERTIFICATION

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This Vendor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Vendor and that the Vendor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This Vendor has carefully read and understands all of the items contained in the RFP.
- VI. The proposal by this Vendor is an irrevocable offer and shall be valid for 90 days from date of submission.

Name of Contractor: _____

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____

ATTACHMENT D
CONTAINER SPECIFICATION FORM

Dimensions	
Height (inches)	
Depth (inches)	
Width (inches)	
Lift-Over or Loading Height	
Product Weight (pounds)	
Load Rating (pounds)	
Capacity (Gallons)	

Wall Thickness For Critical Wear Points	
Container Bottom	
Handle	
Lift Mechanism	
Standard Wall Thickness	

ATTACHMENT E
QUOTATION FORM

Vendor shall provide a unit price for collection containers below and fill out the table completely. Prices shall be in effect for the entire term of the contract with the exception of the allowable price adjustment.

Item Number	Description	Unit	Quantity	Unit Price

Estimated Applicable Taxes Per Unit: _____

Freight Charges per Truck Load: _____

Maximum Number of Cans Delivered Per Truckload: _____

Invoice Terms: _____

Delivery Time (From Time of Order): _____